

Rodney J. Quigley, Pro se

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Rodney J. Quigley, Plaintiff	Before:
v.	Case Number:
First Defense International Group, Inc.,	CV 15 - 00617 AG
Daps, Inc. dba DPS ABC, Inc.,	Complaint for Injunction and Damages
Christopher J. Badsey, Bill Mulhall,	from:
David Foster, Judith A. Aluce, Steve	1. Breach of Contract
Hodges, Jack Mallory, Peter Steyn, Brian	2. Violation of Civil Rights
Jarvis and DOES 1-100, Defendants.	3. Fraud
	4. Wire Fraud [20 counts]
	5. Money Laundering
<i>Jury trial not demanded.</i>	6. Violation of RICO
	Exhibits A-F

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FEE PAID

For his claims, plaintiff Rodney J. Quigley ["Quigley"] alleges as follows:

INTRODUCTION

This is a RICO conspiracy case. Using the internet and telephone, the defendants intentionally defrauded the agent of the Pakistan Army of \$36,000. But this small number [representing contract damages in this case] does not express the full monstrosity of the fraud perpetrated herein. The underlying transaction involved the sale of bogus explosive ordnance disposal suits ["EOD suits"] for use by the Pakistan Army in dealing with improvised explosive devices ["IED's"] in Pakistan.

To date, 77 IED's have exploded in Pakistan since January 1, 2015. All told, these devices have killed a total of 208 people, and have injured more than 398 others. See this web page for a running total of deaths in Pakistan [and for the convenience of the court, this page appears below as exhibit A]:

<http://www.satp.org/satporgtp/countries/pakistan/database/bombblast.htm>

More than the mere fraud, wire fraud and money laundering predicates found below, the blood of innocent Pakistani citizens and soldiers is on the hands of the RICO conspirators named in this case. And what were the defendants' net profits per dead Pakistani so far this year? About \$173!

Sadly, the plaintiff currently lacks standing to sue for the wrongful deaths in Pakistan caused by the barbaric fraud of the defendants in this case. But we can

say this: delay in resolving this case will only increase the body count and FDIG's ultimate potential liability from its dead, Pakistani victims.

It is also obvious that delay will not improve FDIG's position in this court.

RELATED CASES

1. Plaintiff Rodney J. Quigley requests judicial notice of the following related cases:

- a. *Tri-Corner Investments, LLC v. First Defense International Group, Inc.*, Case Number 3:07 CV 0383 before Hon. Walter H. Rice, USDC, Southern District of Ohio
- b. *Tri-Corner Investments, LLC v. First Defense International Group, Inc.*, Case Number 08-4418 before the United States Court of Appeals for the Sixth Circuit.
- c. *Tri-Corner Investments, LLC v. Badsey et al*, Case Number 30-2014-00716477 before the California Superior Court in Orange County.
- d. *Iraq Business & Logistics Center v. Chris Badsey et al*, before the San Diego Superior Court, Case No. 37-2008-00057361-CU-BT-NC.

2. Like the instant case, the *Tri-Corner* cases and the *Iraq Business* case involved fraud against an Islamic owned company.

3. Like the instant case, the plaintiff in *Tri-Corner* was attempting to purchase counter measures for IED's to be used in a terrorist-ridden country, there Nigeria.

4. Like the instant case, *First Defense International Group, Inc.* ["FDIG"] used a pattern of deception, delays and lies transmitted over the internet to defraud its Islamic customers.

5. Yet, after receiving an adverse judgment in the amount of \$1 million in the *Tri-Corner* case, FDIG appears not to have learned anything. FDIG now feels emboldened to perpetrate the same fraud here against the same type of Islamic customer!

6. There is one important difference distinguishing the instant case from *Tri-Corner*. The armored vehicles in *Tri-Corner* were intended to protect Nigerian "elites". Thus we cannot say how much Nigerian blood resulted from the fraud FDIG perpetrated against Nigeria in *Tri-Corner*. Surely the Nigerian elites found other means to protect themselves?

7. Unlike *Tri-Corner*, this case involves EOD suits intended to be worn by Pakistani servicemen. Some of these servicemen risk their lives daily *without the protection* of a simple EOD suit to defuse and deactivate IED's. I suspect that one provable death in this situation will change FDIG's legal position irreparably and permanently.

PARTIES

8. Plaintiff Rodney J. Quigley ["Quigley"] is the assignee of Pan Islamic Industries (Pvt.) Ltd. ["PII"] in this matter.

9. Quigley is a natural person and citizen of Arizona. Quigley is not an agent of PII and does not indemnify or represent PII in this matter.

10. PII is a Pakistan Corporation which, among other things, provides non-lethal goods to the Government of Pakistan. As its name indicates, PII has Islamic owners.

11. PII has a wholly owned subsidiary, Sharda Technologies LLC ["Sharda"] located in Dubai. United Arab Emirates. Sharda is in privity with and an alter ego of PII.

12. Defendant First Defense International Group, Inc. ["FDIG", aka "First Defense International", "First Defense International Group", "First Defense International Group LLC", "First Defense International Group SA (Pvt.) Ltd."] was [in its last known US legal configuration] recorded as a California corporation. However, in 2006 the California FTB suspended FDIG's certificate of incorporation in California. Later, in 2008 FDIG's attorney in the *Tri-Corner* case declared FDIG to be a "limited liability company". FDIG's principal place of business is located in Dana Point, California.

13.FDIG's website and domain are registered in Naples, Florida.

14.FDIG's current address shown on its invoice [see exhibit B] is 24040 Camino del Avion (Unit A), Dana Point, CA 92629. This address is actually a private mailbox...termed by FDIG's president as a "dropbox" in the *Tri-Corner* case.

15.Defendant Christopher J. Badsey [hereinafter "Badsey", aka "Chris Badsey", "Christopher Badsey"] is president and partner of FDIG. Mr. Badsey is a citizen of California.

16.Defendant DAPS, Inc. which is doing business in California as DPS ABC, Inc. ["DAPS"] is a Delaware corporation with principal office at another "dropbox" formerly used as FDIG's corporate address at 24843 Del Prado #323, Dana Point, CA 92629. DAPS is controlled by defendants Badsey and Hodges.

17.Based on information that I believe, DAPS was formed by defendant Badsey and Hodges to assist with fraudulent transfers of assets from FDIG to DAPS.

18.Based on information and therefore I believe, DAPS is an alter ego and privity of FDIG and the officers, owners and employees of DAPS hold equivalent positions in FDIG.

19.Defendant Bill Mulhall {"Mulhall" aka "William Mulhall"} is a partner of FDIG. Based on information and therefore I believe, Mr. Mulhall is a citizen of California.

20. Defendant David Foster ["Foster"] is a partner of FDIG. Based on information and therefore I believe, Mr. Foster is a citizen of California.

21. Defendant Judith A. Aluca ["Aluce", aka "Judith Aluce", "Jude Aluce"] is a partner of FDIG. Ms. Aluce is a citizen of California.

22. Defendant Steve Hodges ["Hodges"] is the manager of government contracts of FDIG. Based on information and therefore I believe, Mr. Hodges is a citizen of California.

a. Defendant Jack Mallory ["Mallory"] is the chief financial officer of FDIG. Based on information and therefore I believe, Mr. Mallory is a citizen of California.

23. Defendant Peter Steyn is the "chief of operations" of FDIG. Based on information and therefore I believe, Mr. Steyn is a citizen of California.

24. Defendant Brian Jarvis is the "managing director" of FDIG. Based on information and therefore I believe, Mr. Jarvis is a citizen of California.

25. DOES 1-50 are natural persons whose names, locations and capacities are not yet known.

26. DOES 51-80 are corporations, partnerships, limited liability companies, associations, departments, agents, assigns and other business entities whose names and locations are not yet known.

27.DOES 81-100 are governments, government corporations, government partnerships, government limited liability companies, government associations, government departments, government agents, government assigns and other governmental pseudo business entities whose names and locations are not yet known.

JURISDICTION AND VENUE

28.District court has federal question jurisdiction to hear the federal claims including wire fraud, money laundering, civil rights violations and RICO claims as well as requests for injunction provided by federal statute pursuant to 28 USC §1331. Should DOE 81 turn out to be the United States government, then that would be additional justification for federal question jurisdiction.

29.District court also has jurisdiction to hear the non-federal contract, tort and equity claims under principles of pendent and supplementary jurisdiction pursuant to 28 USC §1367.

30.Additionally, all defendants are diverse from all plaintiffs and given that the penalty for a single instance of wire fraud meets the jurisdictional minimum of this forum [notwithstanding that 20 counts of wire fraud are actually alleged herein], district court also has diversity jurisdiction with respect to all claims pursuant to 28 USC §1332.

31. Venue is correct in the Central District of California under 28 USC §1391(b)(3). FDIG is a limited liability company with its principal place of business in Dana Point, California.

32. Accordingly, FDIG is “resident” throughout California and in all federal districts therein. 28 USC §1391(c)(2), 28 USC §1391(d).

33. At least two of the FDIG owners live in and are citizens of California.

FACTS

34. This case began as a simple internet transaction between PII and FDIG for the purchase of 10 explosive ordnance disposal (“EOD”) suits.

35. Sometime in 2014, PII was awarded a contract from the Government of Pakistan to supply EOD suits to the Pakistan Army.

36. PII searched the internet for high quality, US manufactured EOD suits offered by an ethical US firm.

37. Instead, PII located FDIG’s EOD suit offering here on the internet:
http://www.firstdefense.com/html/bomb_disposal_Equipment_Military_Police_LawEnforcement_EOD.htm See exhibit B below for a copy of FDIG’s web offering.

38. PII and FDIG reached terms for a purchase on February 23, 2015. See exhibit C [FDIG’s invoice] and exhibit D [PII’s purchase order.]

39. Pursuant to FDIG's invoice, the total purchase price was \$89,990 at a unit rate of \$8,999 per suit for new, US manufactured EOD suits that met certain standard blast tolerances.

40. PII's purchase order called for the first delivery of 4 EOD suits to be made by March 15, 2015.

41. On February 23, 2015, PII's subsidiary Sharda transferred \$36,000 from Sharda's Dubai account to FDIG's Chase account in the United States. See exhibit E with account numbers redacted.

42. FDIG learned from its earlier scam of *Tri-Corner*. Rather than simply stiff the shipment and keep the money like *Tri-Corner*, now FDIG ships junk [or a "box of rocks"] and, of course, keeps the money! See exhibit F.

43. Like *Tri-Corner*, FDIG sent at least 13 deceptive and intentionally false emails, 6 deceptive telephone calls and 1 fraudulent bank wire.

44. When PII's funds cleared in FDIG's US account, FDIG promptly wired the funds to an account in Uganda!

45. On March 3, 2015 Chris Badsey packed two shipping cartons [previously referred to as the "box of rocks"] with the bogus merchandise, affixed shipping documents and left the shipment at a Fedex Office location in Laguna Niguel, CA.

- a. Defendant Badsey did not realize he was in the full view of the surveillance cameras of that local Fedex Office.
- b. The merchandise on the Fedex video is the same merchandise shown in exhibit F that arrived at PII in Pakistan.
- c. Defendant Badsey fraudulently used a Fedex account to ship the “box of rocks” managed by O.S2 Corporation, but owned by the US Department of Defense.
- d. DOD reported the shipping discrepancy to Mr. Levinstein, owner of O.S2 who then reported this shipping fraud to Fedex.
- e. Fedex investigator Brent Cramer who located the local video, has safeguarded the material until this court issues subpoena for production.
- f. However, defendant Badsey did not realize that when he used what he thought was O.S2’s Fedex account number [a small fraud] that he was actually committing a felony against the US Department of Defense!
- g. This incident becomes more ironic when one realizes that the FDIG defendants originally perpetrated the same EOD suit fraud against O.S2 corporation as is complained herein!

h. Accordingly, defendant Badsey created two more RICO predicates for this case, if anyone is counting.

46. About 6 days after defendant Badsey shipped the "merchandise", Pakistan Customs intercepted, opened and examined the two FDIG cartons. See exhibit F; c/f exhibits B-D.

47. Pakistan Customs informed Mr. Zahoor of PII by telephone of the FDIG scam on or before March 11, 2015.

48. Mr. Zahoor protested strongly via telephone to FDIG on March 11, 2015.

49. In one of FDIG's final communications to PII on March 11, 2015, defendant Hodges responded by email to PII's complaint:

From: "Steve Hodges - Government Contracts First Defense International SA (PTY) LTD " <info@firstdefense.com>

Date: 11 March 2015 8:39:22 pm GMT+5

To: Shadab Zahoor <sshadab776@yahoo.com>, "peters@firstdefense.com" <peters@firstdefense.com>

Cc: "brian.jarvis@firstdefense.com" <brian.jarvis@firstdefense.com>

Subject: Re: EOD Suits

Reply-To: steveh@firstdefense.com

Dear Shahab,

Firstly yes we packaged all 4 into one box with packing and fed ex collected it then they advised us that they could not ship all in one box it was too heavy so Fed Ex repackaged the shipments as noted on that fed ex number for the big box they charged us when you stated you could not track

that number it was a 24.99 charge for their fed ex box and Fed ex repackaged so to answer your question yes 2 x boxes .

However when they repackaged they misplaced the shipping labels so you received another customers order and they received yours which they are in the process of recovering and redelivering nevertheless if they advise today that it cannot be done withing the next 4 days my CEO has instructed me to resend 4 more via CEVA air freight direct at FDIG costs.

Yours truly

Brian Jarvis
Managing Director

50.Of course, Mr. Hodges' story above is a complete fabrication. The Fedex video demonstrates conclusively that the above email was intentionally crafted to "frame" Fedex.

51. FDIG never shipped anything to PII other than the "box of rocks".

52.No carrier ever shipped EOD suits, not CEVA, not Fedex nor Ferenghi Express.

53.Neither did Fedex return EOD suits to FDIG because no suits were ever shipped.

54.Fedex did not "repack" the cartons, rather, defendant Badsey packed the shipping cartons with "rocks".

55. In other words, fraud has a distinctive aroma, does it not?

COUNT 1: BREACH OF CONTRACT

56. Quigley re-alleges ¶¶ 1-55.

57. Offer and acceptance occurred between the parties FDIG and PII on February 23, 2015.

58. Terms and conditions called for delivery of 10 EOD suits at a unit price of \$8.999.

59. PII was required to pre-pay before FDIG would ship the goods. See exhibit B-D.

60. The contract called for delivery of the first 4 suits by March 15, 2015. *Ibid.*

61. On February 23, 2015 PII wired \$36,000 to FDIG in full performance of its obligations under the contract for the March delivery. See exhibit E.

62. FDIG utterly failed to ship anything of value anywhere except \$36,000 to Uganda.

63. PII suffered \$36,000 in general damages and suffered special damages in the amount of \$500,000 to PII's reputation and standing as a vendor to the Pakistan Government.

64. Quigley is the assignee of the rights of PII.

COUNT 2: VIOLATION OF THE CIVIL RIGHTS ACT OF 1964

65. Quigley re-alleges ¶¶1-64.

66. PII is a corporate person endowed with civil rights within the meaning of *Citizens United*.

67. PII is owned by Islamic owners and is therefore religiously affiliated with Islam.

68. FDIG, DAPS, defendants Badsey, Mulhall, Foster, Aluce, Jarvis, Hodges, Mallory, Steyn, and DOES1-100 [hereinafter, the "FDIG defendants"] have invidiously and illegally discriminated against PII on the basis of religious affiliation, to wit, the only three frauds known to have been successfully committed by the FDIG defendants were all perpetrated against Islamic owned companies.

- a. What could be construed as a fourth fraud attempt was perpetrated against a Jewish owned business, O.S2.
- b. However, unlike the instant case, the FDIG defendants refunded O.S2's money after failing to deliver any EOD suits under that contract.

69. The FDIG defendants have a religious-based animus against Islamic people and companies.

70. PII has been damaged by the defendants' illegal discrimination in an amount to be determined by this court.

71. Quigley is the assignee of PII.

COUNT 3: FRAUD

72. Quigley re-alleges ¶¶ 1-71.

73. The FDIG defendants represented to PII that FDIG would provide EOD suits under terms and conditions expressed on FDIG's website and in the contract documents. See exhibits B-D

74. The representations of the FDIG defendants with respect to EOD suits and directed towards PII were all false.

75. FDIG never intended to deliver any EOD suits to PII.

76. The representations of the FDIG defendants are material, certainly to those whose lives have been put in grave jeopardy [*and especially those in Pakistan who may be already dead*] by the misconduct of the FDIG defendants.

77. The FDIG defendants made all of their false representations with full knowledge that FDIG never intended to deliver anything to any Islamic customer.

78. The FDIG defendants intended PII to rely on FDIG's false statements, at least long enough for FDIG to get PII's money safely into Uganda.

79. Until Pakistan Customs alerted PII with evidence of FDIG's scam [and at no time prior] did PII suspect that the FDIG defendants were mere scam artists engaged in defrauding PII. [Funny what a "box of rocks" will do to a deal!] See exhibit F.

80. PII relied on the FDIG defendants' statements and wired \$36,000 to the FDIG defendants' account at Chase Bank.

81. With a US banking institution as an intermediary in this transaction, PII has a right to rely on the false statements made by the FDIG defendants because, after all, we have banking laws in this country that deter this kind of cheap fraud.

82. In addition to general and special contract damages, PII is entitled to punitive damages doubling the contract award. See *Tri-Corner, supra*. Maybe then the FDIG defendants will finally cease committing fraud against its Islamic customers.

83. Quigley is still the assignee of PII.

COUNTS 4-23: WIRE FRAUD [18 USC §1343]

84. Quigley re-alleges ¶¶1-83.

85. At various times using email and telephonic communications, the following defendants have committed at least 20 instances of wire fraud in furtherance of

FDIG's fraud scheme against PII: defendants FDIG, Badsey, Jarvis, Hodges, Mallory, Steyn, DOES1-100.

86. Defendants Badsey, Mulhall, Foster, Aluce and DOES1-100 are responsible for the crimes committed by their employees.

87. Defendants FDIG, Badsey, Jarvis, Hodges, Mallory, Steyn and DOES1-100 used electronic communications to defraud PII out of \$36,000.

88. Defendants FDIG, Badsey, Jarvis, Hodges, Mallory, Steyn, and DOES1-100 had full knowledge of the fraud scheme and proceeded individually and intentionally to make false electronic communications to PII.

89. All FDIG defendants knew that their electronic communications were destined for PII in Pakistan.

90. There is certainty that all communications herein charged were in fact made via electronic channels to Pakistan.

91. Hence PII has been damaged by each electronic communication in the amount of \$75,000 per count of wire fraud.

92. Count 23 is particularly noteworthy. That count is for the wire transfer of funds perpetrated by defendant Mallory to Uganda. See Count 24 below for details.

93. Quigley is yet again the assignee of PII.

COUNT 24: MONEY LAUNDERING [18 USC §1956]

94. Quigley re-alleges ¶¶1-93.

95.Count 23 above is the fraudulent transfer of funds collected from PII to Chase, then from Chase to Uganda.

96.Count 23 also represents illegal money laundering in violation of 18 USC §1956 and 31 USC §5321 and is another predicate illegal act enabling RICO.

97.After defendants Badsey, Mallory and DOES 1-100 collected the proceeds of the fraud perpetrated by the FDIG defendants upon PII, then defendants Badsey, Mallory et al intentionally transmitted the funds out of the United States.

98.This was an attempt by defendants Badsey, Mallory et al to launder the proceeds of a crime.

99.Further, defendants Badsey, Mallory et al wished to promote further crimes perpetrated by the FDIG defendants.

100. Finally, defendants Badsey, Mallory et al wished to conceal the source of the money in other overseas transactions in order to distribute the proceeds of the fraud perpetrated on PII to FDIG defendants.

101. Though defendants Badsey, Mallory et al perpetrated Count 23 above, defendant FDIG and its owners, DAPS and defendants Badsey, Mulhall,

Foster and Aluce, are responsible for the criminal wrongdoing of their employees and specifically those of defendants Badsey, Mallory et al.

102. *If there is a private right of action for money laundering* then PII is entitled to damages in the amount of double the amount transferred, \$72,000.

103. Quigley is the assignee of PII.

COUNT 25: VIOLATION OF RICO[18 USC §1962]

104. Quigley re-alleges ¶¶1-103.

105. The criminal enterprise in this case *is* the FDIG defendants collectively.

106. The purpose of the enterprise is to defraud Islamic customers on defense related merchandise that are considered by the FDIG defendants too weak to press their claims in court.

107. The predicate acts for RICO involve:

- a. criminal frauds perpetrated by the FDIG defendants in *Tri-Corner* case,
- b. criminal frauds committed by the FDIG defendants in the *Iraq Business* case.
- c. the additional 22 counts of criminal fraud, wire fraud and money laundering complained here.

d. defrauding the DOD by wrongfully using DOD's Fedex account to ship the "box of rocks".

108. Even a previous \$1 million sanction in *Tri-Corner* has proven inadequate to deter the FDIG defendants from committing additional, organized, criminal frauds against Islamic victims.

a. Defendants Badsey, Mallory and Hodges are named judgment creditors of *Tri-Corner*, yet here they are again.


b. In this case, except for FDIG shipping a "box of rocks" to Pakistan, nothing has changed from FDIG's original scams of *Tri-Corner* and *Iraq Business*!

109. PII is entitled to treble damages for the FDIG defendants' violation of the RICO statute. In addition, PII is entitled to injunctive relief that will take down the FDIG defendants' ability to run a criminal enterprise from the internet.

110. Quigley is the assignee of PII.

111. Additionally, Quigley requests the costs of suit, attorney fees, equitable remedies and other relief adjudged proper by this forum.

Date: 4-17-2015



Rodney J. Quigley

Exhibit A

Satp



Bomb Blasts in Pakistan, 2015

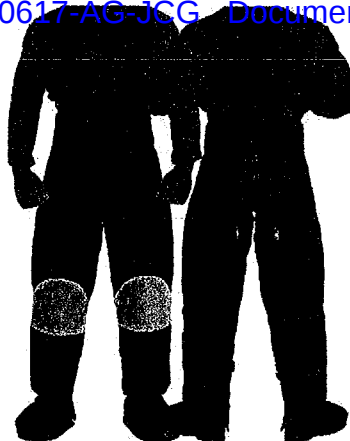
	Date	Place	Killed	Injured
1	January 1	Harnae Phatak / Police Line / Sibi / Balochistan	1	3
2	January 4	Hussaini ground / Kalaya / Orakzai Agency / FATA	4	8
3	January 5	Musa Colony / Sariab Road / Quetta / Balochistan	1	0
4	January 5	Chamarkand / Safi / Mohmand Agency / FATA	0	1
5	January 5	Soran / Bezai / Mohmand Agency / FATA	0	1
6	January 6	Khurramabad / Landhi Town / Karachi / Sindh	2	1
7	January 8	Shabak / Kurram Agency / FATA	4	2
8	January 9	Sipah / Khyber Agency / FATA	7	NS
9	January 9	Bashak / Orakzai Agency / FATA	4	2
10	January 9	Chittian Hattian / Rawalpindi / Punjab	8	25
11	January 11	Tajaban / Kech / Balochistan	0	1
12	January 11	Jori / Dera Bugti / Balochistan	0	1
13	January 11	Mustang Road / Quetta / Balochistan	0	0
14	January 13	Nawab Shaheed check-post / Kurram Agency / FATA	2	3
15	January 20	Bhimpura / Saddar Town / Karachi / Sindh	0	11
16	January 20	G.T. Road / Rawalpindi / Punjab	1	1
17	January 23	Dera Murad Jamali / Naseerabad / Balochistan	0	0
18	January 23	Sohbatpur / Jaffarabad / Balochistan	0	0
19	January 23	13 Mile / Quetta / Balochistan	0	0
20	January 26	Soonwah / Naseerabad / Balochistan	5	1
21	January 26	Dawood Goth / Malir Town / Karachi / Sindh	1	9
22	January 29	Thull / Jacobabad / Sindh	0	0
23	January 30	Karbala Maula Imambargah / Lakhi Dar / Shikarpur / Sindh	61	50
24	January 30	Maikhtar / Loralai / Balochistan	1	0
25	February 1	Chathar / Naseerabad / Balochistan	1	2
26	February 1	Dera Bugti / Balochistan	0	0
27	February 2	Nari Baba / Tirah Valley / Khyber Agency / FATA	3	2
28	February 2	Block-7 / Gulshan-e-Iqbal Town / Karachi / Sindh	0	0
29	February 2	Lorry Adda / Mansehra / KP	2	2
30	February 3	Warmagai / Kurram Agency / FATA	6	0
31	February 3	Naray Baba / Tirah Valley / Khyber Agency / FATA	5	0
32	February 6	Chatter / Dera Murad Jamali / Naseerabad / Balochistan	0	0
33	February 7	Bakhtiarabad / Sibi / Balochistan	0	0
34	February 8	Nari Baba / Tirah Valley / Khyber Agency / FATA	3	5
35	February 8	Bezot / Orakzai Agency / FATA	0	0
36	February 9	Shandara / Baizai / Mohmand Agency / FATA	0	4
37	February 10	Shal Kor / Yakaghund / Mohmand Agency / FATA	0	0
38	February 12	Kharal Maldialan / Bagh / Muzaffarabad / PoK	2	2
39	February 12	Dilmurad / Jacobabad / Sindh	0	25
40	February 13	Phase-5 / Hayatabad / Peshawar / KP	24	50
41	February 14	Chatter / Naseerabad / Balochistan	0	0
42	February 15	Margha Kibzai / Zhob / Balochistan	2	0
43	February 15	Reko Sultan Golai / Nushki / Balochistan	0	0
44	February 15	Gula Jan / Pir Qayyum / Kurram Agency / FATA	1	14

45	February 16	Peshnogi / Dera Bugti / Balochistan	0	0
46	February 17	Police Lines / Qila Gujjar Singh / Lahore / Punjab	9	23
47	February 18	Kuri Road / New Shakrial / Rawalpindi / Punjab	5	6
48	February 18	Toba Nokahai / Zaheir Loti / Dera Bugti / Balochistan	0	0
49	February 19	Chahtar / Naseerabad / Balochistan	2	2
50	February 22	Behar colony / Lyari Town / Karachi / Sindh	0	8
51	February 22	Rush Bazaar / Chaman / Qilla Abdullah / Balochistan	1	9
52	February 22	Pir Koh / Dera Bugti / Balochistan	0	0
53	February 22	Nokani / Dera Bugti / Balochistan	0	0
54	February 22	Jaffarabad / Balochistan	0	0
55	February 22	Jamrud / Khyber Agency / FATA	0	2
56	February 24	Mall Road / Chaman / Qilla Abdullah / Balochistan	1	7
56-57	March 1	Pir Koh and Loti / Dera Bugti / Balochistan	0	0
58	March 1	Gul Mohammad Kalmati Goth / Murtaza Chowrangi / Karachi / Sindh	0	0
59	March 2	Mirza Adamkhail Road / Lyari Town / Karachi / Sindh	1	7
60	March 4	Zainkoh / Loti / Dera Bugti / Balochistan	0	0
61	March 9	Oshab Road / Turbat / Balochistan	1	0
62	March 10	Cantonment area / Dera Ismail Khan / KP	0	0
63	March 14	Orangi Town / Karachi / Sindh	1	4
64	March 15	Youhanabad / Lahore / Punjab	19	70
65	March 17	Bashigram / Madyan / Swat District / KP	3	2
66	March 17	Orangi Town / Karachi / Sindh	0	0
67	March 18	Samijabad / Multan / Punjab	0	4
68	March 18	North Nazimabad Town / Karachi / Sindh	0	0
69	March 20	Sharae Noor Jehan PS / North Nazimabad Town / Karachi / Sindh	4	4
70	March 20	Saleh Mosque / Saddar Town / Karachi / Sindh	2	0
71	March 20	Mangrosa / Tirah Valley / Khyber Agency	1	10
72	March 22	Dera Allah Yar / Jaffarabad / Balochistan	0	0
73	March 27	Quaidabad / Bin Qasim Town / Karachi / Sindh	2	14
74	March 29	Jandola / Lower Dir / KP	0	0
75	April 1	Narai Baba / Tirah Valley / Khyber Agency / FATA	2	0
76	April 3	Shamshikhel / Bannu / KP	1	0
77	April 4	Nanno / South Waziristan Agency / FATA	2	0
Total*			208	398+

*Data till April 5, 2015

Source: Compiled from news reports and are provisional.

Exhibit B



Rear Leg Protection
Ballistic Insert
Chest
Helmet
Visor
Chest Plate Storage
Chest/Back/Front

Helicopter Armor
Coming
Soon

Spine Protection

An articulated spine protector is built into the rear panel of the jacket designed to prevent spinal injury in cases where the user is blown or falls on his back.

Pants

The pants feature a seatless design with an adjustable high waist to fit a variety of sizes. The adjustable over-the-shoulder suspenders feature sliding shoulder pads for additional comfort and quick release buckles. Full length, heavy-duty brass zipper closures with three cinch straps on each leg are designed to hold pant legs securely in place while providing additional custom comfort for various body builds. The breakaway zippers provide the technician a quick release removal system in case of an emergency. Specially designed neoprene-coated Kevlar knee pads provide extra durability and padded knee comfort. The anti-static shoe boot features a special contoured toe flare with heel adjustment straps.

E.O.D Bomb Disposal Suit:

CLEARANCE SUIT:

Component	V-50 Rating (m/s)
Helmet	400
Visor	250 (optional 600)
Jacket	560
Jacket With Groin/Chest Inserts	1000
Arm	450
Rear Leg Protection	450
Thigh (Front)	600
Knee (Front)	870
Lower Leg Insert (Front)	650
Boot Cover	850

Component Weights (Medium Suit And Helmet):

Component	Weight
Helmet With Visor	3.6 Kg (8.0 lbs)
Full Jacket With Sleeves And Inserts	12.8 Kg (28.16 lbs)
Trouser With Full Rear Leg Protection	15.0 Kg (33.0 lbs)



5000 SHIELD

Ballistic Protection:

V-50 rating using NATO STANAG 2920 test specification

Shield Only 555 m/s

Shield With Cover 630 m/s

Ballistic protection rating against firearms available upon request



Ballistic BOMB BLANKETS

MANIPULATOR

500 TELESCOPIC MANIPULATOR

The 500 was designed to allow the users to work with dangerous materials while maintaining a safety stand off distance. Resulting from years of detailed research, the 500 features a unique break away tip that allows the user to work with greater safety than ever before. The 500 includes a sophisticated multiple adjustment claw.

LENGTH	Collapsed with break away tip	249cm
	With break away tip removed	197cm

25-109

Exhibit C

No. 1



FDIG#3QS288

Invoice No.

24040 Camino del Avion, Dana Point, California 92629 USA. Tel (949) 207-3307

INVOICE**Customer**

Name **Pan Islamic Industries PVT LTD**
 Address **FF 13 Leeds center Main**
 City **Lahore** Country **Pakistan**
 Phone _____

Date **2/13/2015**
 Order No. **F4420-03PAK**
 Rep **House**
 FOB _____

Qty	Description	Unit Price	TOTAL
3	2015 Brand New Small EOD suits complete Includes comm helmets carry bag cooling suit complete Jacket pants boots etc USA Manufactred	\$8,999.00	\$26,997.00
3	2015 Brand New EOD Suits complete USA Manufactred Smal Medium	\$8,999.00	\$26,997.00
2	2015 Brand New EOD Suits complete size medium USA Manufactred	\$8,999.00	\$17,998.00
2	2015 Brand New EOD Suits complete size large <u>Export of our Equipment</u> NOT Subject to ITAR Regulations and Approvals Payment are 100% upfront personal cheque, company check or wire funds. Shipping is CIF <u>Certifications</u> We manufacture and distribute only US-MIL-SPEC equipment Certified and governemnt approved	\$8,999.00	\$17,998.00
SubTotal			\$89,990.00
Shipping & Handling			CIF CA
Taxes			State
TOTAL			\$89,990.00

Payment Details

- ☒ Wire Funds
☐ Check
☐ Credit Card

Name _____
 CC # _____
 Expires _____

SubTotal \$89,990.00
 Shipping & Handling CIF CA
 Taxes State
 TOTAL \$89,990.00

Office Use Only

Duties taxes importation for end user

First Defense International Group Cage Code 1GBY2

Exhibit D



PAN ISLAMIC INDUSTRIES PVT LTD.

Office :35783937-35783938
Fax :042 - 35783939
Fact :35426309 - 35420551
:35292473 - 5
Fax :042 - 35426308
www.piil.com.pk

STEEL FABRICATOR, MANUFACTURER, PLANT ERECTOR, CONSULTING ENGINEER
MANUFACTURER OF CAN GASOLINE STEEL (4½ Gallons) & DRUM STEEL (40/45 Gallons)

No.2

PURCHASE ORDER

				PO No: PIIL/ FDI/251/15	
				Dated: 13-Feb-15	
SUPPLIER'S PARTICULARS			BUYER'S PARTICULARS		
FIRST DEFENCE INTERNATIONAL GROUP- INCORPORATED (REGISTERED IN THE UNITED STATE OF AMERICA) 24040 CAMINO DEL AVION DANA POINT CA 92629 USA			PAN ISLAMIC INDUSTRIES(PVT)LTD. FF-13,LEEDS CENTER MAIN BOULEVARD,GULBERG-III LAHORE- PAKISTAN		
MATERIAL'S DETAIL : EOD SUITS					
SR #	DESCRIPTION	UOM	QTY	UNIT RATE IN US \$	VALUE US\$
1	SMALL	NOS.	3	8,999.00	26,997.00
2	SMALL MEDUIM	NOS.	3	8,999.00	26,997.00
3	MEDUIM	NOS.	2	8,999.00	17,998.00
4	LARGE	NOS.	2	8,999.00	17,998.00
TOTAL:-			10		
Net payable in US Dollars					US\$:89,990.00
Delivery Schedule :					
DESCRIPTION	3rd week of March'2015	1st week of July'2015			
SMALL	1	1			
SMALL MEDUIM	1	1			
MEDUIM	1	2			
LARGE	1	2			
TOTAL:-	4	6			

Purchase Manager

Mazahar Iqbal

Approved by Director

Syed Shadab Zahoor



Head Office: FF.13, Leads Center, Main
Boulevard Gulberg, III, Lahore-54000, Pakistan

Factory Site: Syed Irshad Ali Road, Near Zanibla Complex,
Behind Mansoor, 11 Km off Multan Road, Lahore-Pakistan

Exhibit E

TT MT103 Message

Page 1 of 1

MT 103 Message

No 2A

TRN.REF.NO : [REDACTED]

:20: Sender's Reference
Transaction Reference No [REDACTED]

:23B: Bank Operation Code
Code CRED

:32A: Value Date/Currency/Interbank Settled Amount
Date 23/02/2015
Currency USD
Amount 36,000.00,,

:33B: Currency/Instructed Amount
Currency USD
Amount 36,000.00,,

:50K: Ordering Customer
Name & Address SHARDA TECHNOLOGIES L.L.C ✓
DUBAI UAE

:57A: Account With
Party Identifier CHASUS33
BIC CHASUS33

:59: Beneficiary Customer
Account [REDACTED]
Name & Address FIRST DEFENSE INTERNATIONAL GROUP INC
USA

:70: Remittance Information
Narrative IMPORT OF SAFETY JACKETS COOLING SUITES AND
CARRY

:71A: Details of Charges
Code SHA -

Acknowledgement Received : 23/02/15 : 12:45:31

<https://login.smartbusiness.ae/cashC/BICTTMT103Msg.jsp>

02/23/15

- 28 - / RB

Exhibit F

sarmad

+Rod

Gmail

Move to Inbox

More

COMPOSE

Inbox

Starred

Important

Sent Mail

Drafts (13)

Circles

[Imap]/Drafts

[Imap]/Trash

Deleted Messages

Notes



Search people...

Kyle McEachern

Don Stein

Douglas Cohen

Away

Kevin Quigley

Dave Maestri

don hatfield

Karla Barrier

Pierre Chambon

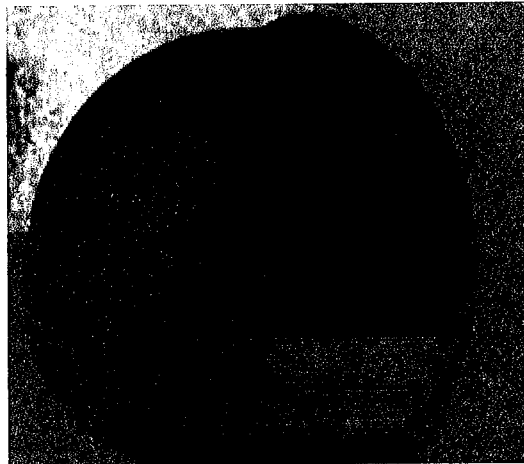
Sarmad Pirzada

Shadab Zahoor



Hi Rod, after talking to Shadab, here are some pics and items received. Shadab is surprised how the FedEx made it through Dubai and Pakistan customs with no intervention.

1. 1 Bulletproof jacket from Italy (5Kg)
2. 1 Bulletproof jacket standard (7 Kg)
3. 2 Steel plates for bullet proof jacket, looks like (10 Kg each, he is sending this pic, he will be sending this)
4. 5 Helmets
5. One large heavy plastic bar (10-20 Kg)



sarmad

+Rod

Gmail

Move to Inbox

More

COMPOSE

Inbox
Starred
Important
Sent Mail
Drafts (13)
Circles
[Imap]/Drafts
[Imap]/Trash
Deleted Messages
Notes



Search people...

Kyle McEachern
Don Stein
Douglas Cohen
Away
Kevin Quigley
Dave Maestri
don hatfield
Karla Barrier
Pierre Chambon
Sarmad Pirzada
Shadah Zahoor

